

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SHARON EUL, et al., on behalf of themselves and a putative class,)	
)	
Plaintiffs,)	No. 15 C 7755
)	
v.)	Magistrate Judge
)	Maria Valdez
TRANSWORLD SYSTEMS INC., et al.,)	
)	
Defendants.)	

AMENDED FINAL APPROVAL ORDER

Upon consideration of the parties’ request for final approval of the Class Settlement Agreement (“Agreement”), between Plaintiff Sharon Eul et. al. (“Plaintiffs”), individually, and as representatives of the class of persons defined below (the “Settlement Class”), and Defendants, Transworld Systems Inc.(“TSI”), et. al. (“Defendants”), the Court orders and finds as follows:

1. On November 29, 2017, the Court preliminarily approved the Agreement on behalf of Plaintiffs and the Class defined as:

All persons that currently have addresses in the State of Illinois according to Defendants’ records that owe on a defaulted NCSLT loan and where the date of delinquency or last payment was made less than 10 years prior to the date of this Agreement.¹

¹ For purposes of the settlement, NCSLT includes the following entities: National Collegiate Master Student Loan Trust-I, National Collegiate Student Loan Trust 2003-1, National Collegiate Student Loan Trust 2004-1. National Collegiate Student Loan Trust 2004-2, National Collegiate Student Loan Trust 2005-1, National Collegiate Student Loan Trust 2005-2, National Collegiate Student Loan Trust 2005-3, National Collegiate Student Loan Trust 2006-1, National Collegiate Student Loan Trust 2006-2, National Collegiate Student Loan Trust 2006-3, National Collegiate Student Loan Trust 2006-4, National Collegiate Student Loan Trust 2007-1, National Collegiate Student Loan Trust 2007-2, National Collegiate Student Loan Trust 2007-3, National Collegiate Student Loan Trust 2007-4, and will be referred to collectively as NCSLT.

Edelman, Combs, Lattuner & Goodwin, LLC was appointed Class Counsel.

2. The Court approved the parties' proposed Class Notice and directed it be mailed to the last known address of the class members on or before January 16, 2018. The Court is informed that actual notice was sent by first class mail to 11,413 unique class members. A total of 11 notices were returned by the Post Office with forwarding addresses, to which those notices were forwarded, and 2,764 notices were returned as "undeliverable." No objections were received.

3. The Court is informed that 114 class members requested to be excluded from the settlement, which includes five late exclusion requests. The Court hereby excludes the individuals in the attached list from the settlement agreement. *See* Exhibit A.

4. On April 25, 2018, the Court held a fairness hearing to which class members, including any with objections, were invited. Three class members; Yevgenny Strashnov, Sophia Bilikovsky and Oksana Bilikovsky appeared and objected orally to the settlement. All three requested exclusion from the settlement, two within the time for opt-out. Yevgenny Strashnov requested that he and his co-signer, Lev Strashnov be excluded. The court heard and considered these objections and allowed them to be excluded.

5. The Court finds that the provisions for notice to the class satisfy the requirements of the Federal Rules of Civil Procedure 23 and due process.

6. The Court finds that the settlement is fair, reasonable, and adequate and hereby finally approves the Agreement submitted by the parties, including the Release and payments by Defendants.

7. Upon the Effective Date, as defined in Paragraph 7 of the Agreement, the parties grant the following releases:

- (a) Plaintiffs Sharon Eul, Stephen Knox, Sr., Stacy Clark, Ricardo Herrera, Leonor Herrera, Michael Gnesin, Bridgette Thomas, Yvonne Thomas, Thomas Rosen, Rupali Patel, Juan Castano, Esther Castano, Cesar Afuang, Terry Rocco, Shaundel Hill, Stanley McCool, Shannon O'Neill, Laura Timbario, and Werner Gruber, including each and every one of their respective agents, representatives, attorneys, heirs, assigns, or any other person acting on their behalf or for their benefit (in their capacities as such), and any person claiming through them, along with each member of the Settlement Class who does not opt out of the Settlement Class (collectively "Releasors"), release Defendants and their predecessors, successors, affiliates, assigns, agents, parents, subsidiaries, divisions, departments, insurers, attorneys, and any and all of their past, present, and future officers, directors, employees, stockholders, predecessors, successors, attorneys, subrogees (in their capacity as such) of any of the foregoing (collectively "Released Parties"), of any and all claims of the Settlement Class arising out of, or related to, the collection of the defaulted NCSLT loans, and the claims alleged in the Lawsuit.
- (b) In addition, Plaintiffs and the Settlement Class will agree to, and have waived all defenses to the validity of the underlying defaulted NCSLT loans alleged, or that could have been alleged, by any of the Plaintiffs or Settlement Class in any collection lawsuits, including the ability to contest ownership of the debts, but not released are the school fraud exception, individual payment disputes, accounting issues, forgery or any unique, individual capacity defenses. Plaintiffs and the Settlement Class expressly reserve the statute of limitations defense in any collection lawsuits; however, the statute of limitations defense for collections lawsuits related to Plaintiff and/or the Settlement Class shall be subject to the 10-year limitations period provided for in 735 ILCS 5/13-206. This release shall not be construed to limit or release any benefit ("Benefits") made available to any member of the settlement class as a result of any consent order entered into between any NCSLT entity and the Consumer Financial Protection Bureau (arising out of *Consumer Financial Protection Bureau v. National Collegiate Student Loan Trust, et al.*, 1:17-cv-01323-GMS (D. De.)) and/or Transworld and the Consumer Financial Protection Bureau (arising out of *In the Matter of Transworld Systems Inc.*, File No. 2017-CFPB-0018, Doc. 1). Any Benefits shall supersede any and all waivers described in this paragraph.
- (c) For purposes of this release, the term Released Parties shall also include the entities identified in footnote 1.

8. The Court finds the Agreement fair and made in good faith.

9. The terms of the Agreement are incorporated into this order.

10. The Court approves Class Counsel's request for approval of an award of attorney's fees and costs of \$290,000.

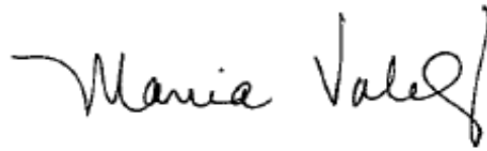
11. The Court allows the late opt-out for Class Members requesting to be excluded from the Agreement. *See* Exhibit B.

12. The Court allows Settled Class members with late HELP enrollment request to join the HELP program. *See* Exhibit C.

13. The claims of Plaintiffs and the Class are dismissed with prejudice and without costs.

SO ORDERED.

ENTERED:

A handwritten signature in black ink, appearing to read "Maria Valdez", is written over a horizontal line.

DATE: May 31, 2018

HON. MARIA VALDEZ
United States Magistrate Judge

EXHIBIT A

List of Class Members Excluded from the Settlement

Jean E. Voss
Sara Lippitt
Sara Lippitt
Lea Fowler
Brenda Perkins (fka Brenda Eck)
Virginia A. Franch
Kenneth Morris
Ahmed Abdelhamid
Richard Vallas
Gaynelle Rocklin
Deborah Bujnowski
Rindi Dye
Rachel Hall
Matthew Seats
Colleen Daniels
Lucille O. Smith
Jean Reid
Michelle Lawrence
Vajdieh Mozafari
Jamie L. Gulley
Mark Vodnansky
Erin L. Lancaster
Charlene Cookson
James Swanson
Amy S. Hopp
Maria I. Rubio
Francis C. Santos
Rizalina C. Santos
Andrew Guilde
Naima S. Mock
Susan Caron
Denise Jackson
Vessela Barzeva
Keith Cole
Jose M. Jimenez
Sara Lippitt
Seth Fulkerson
Ernesto Reyes
Shawnte Spates
Maria Reyes
Justin Edwards

Dalonno C. Johnson
Dorothy L. Johnson
Elaine V. Barnett
Gary Campbell
Jackie Tropp
Susan Clary
Syed Anwarul Haq
Syed Saleem
Timothy Lee
Jessica Bushno
Curtis Schmid
Kelly Sutter
Lindsey M. Posmanick
Maurice F. Posmanick
Ryan V. Andersen
Amanda E. Shadden
Roman Ignatenkov
Natalya Ignatenkov
Yvonne Jordan Herbert
Christine Bujnowski
Sofiya Sayenko
Adonis Johnson
Rosemary Mysiewicz
Mel R. Santillan
Lesli M. Santillan
Marilyn Maria
Sung Kang
Zachary Overstreet
Myra Overstreet
Debra Giunta
Dane Costa
Agron Ademi
Sade Henderson
Thomas Kinner
Nicole Thornton
Hope M. Johns
Felicia M. Dixon
Sarah Balentyne
Dawn Harden
Kenyon Dorris
Christina Dorris
Lucrece Mede
Tiffany Bivins

Crystal R. Braboy
Maksim Sayenko
Samantha Mysiewicz
John Kang
Sophia Bilikovsky
Oksana Bilikovsky
Gia N. Roberts
Haichau Nguyen
Bon V. Nguyen
Roderick Morris
Daniel Nolan
Linda Kromer
John Hamlin
Michael B. Wilcoxon
Angelique Johnson (Angelique Looney)
Michelle Evans
Barbara Berry
Sarah Mysiewicz Gill
Heather Grace
Nicole Ray
Anthony Ray
Nathaniel D. Rogers
Christopher D. Rogers
Brittney Bowman
Kyle Kelley

EXHIBIT B

List of Class Member Making Late Requests to be Excluded

Lisa Valentine

Stephanie Franklin

Cheryl Allen (co-signer to Brittney Bowman)

Corinne Vos

Thomas Voss

Yevgenny Strashnov

Lev Strashnov

EXHIBIT C

List of Class Member Making Late Requests to Enroll in the HELP Program

Jasmin Mitchell-Barner

Tracy Ray

Timothy Radke

Katrina Landram

Lisa Whitcomb

Edmundo Hernandez

Jennifer McBride

Christina Rice

Karailia Woods

Beatriz Sanchez

Amelia Lawrence

Glenn Haynes

CJ Hovis

Andrew Hood

Amenetta Holsey

Jabez D Williams

Paul Lee

Amy Lee

Anu Andrew

Dian Campbell

Jacob Campbell

Kukuwa Nuamah

Bethany Panoff

Tina McClaren

Bruce White

Christie Sinex

Jeremy Schofield

Linda Maxwell

James Gainer

Amanda Askew